IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

TEAMSTERS LOCAL UNION NO. 541 VACATION-HOLIDAY FUND, et al.,	)	
Plaintiffs,	)	Case No. 4:17-cv-00019-SRB
vs.	)	
LANEY DIRECTIONAL DRILLING CO.,	)	
Defendant.	)	

ANSWER

NOW COMES Defendant Laney Directional Drilling Co. ("Laney"), by and through its undersigned counsel to answer the claims of Teamsters Local Union No. 541 Vacation-Holiday Fund ("Vacation Fund"), Mo-Kan Teamsters Apprenticeship and Training Fund ("Apprenticeship Fund" and collectively the "Funds"), Daniel B. Gercone, and Florian Rothbrust, Trustees of the Vacation Fund and the Apprenticeship Fund (collectively the "Plaintiffs"). Any allegation in the amended complaint that is not expressly admitted below is denied.

Count I

1. Laney admits that Plaintiffs purport to bring and maintain this action in accordance with the Employee Retirement and Income Security Act of 1974 ("ERISA"), 29 U.S.C. § 1001 et seq., and seek to recover employer contributions allegedly owed to the Funds by Laney. Laney denies that the Funds are entitled to recover the amounts from Laney alleged in the Complaint. Except as expressly admitted, Laney denies the allegations in this paragraph.

2. Laney admits that the Vacation Fund is a trust and an employee benefit plan. Laney lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, and therefore denies the same.

3. Laney lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies the same.

4. Laney lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies the same.

5. Laney lacks knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph, and therefore denies the same.

6. Laney admits that it did business in the Western District of Missouri and hired Teamsters under the National Pipe Line Agreement ("NPLA"). Laney denies all other allegations in this paragraph.

7. This allegation calls for a conclusion of law. To the extent that an answer is required, Laney admits that in the ordinary course of its business it conducts a substantial volume of business with other firms and corporations. Laney denies all other allegations in this paragraph.

8. Laney admits that it is bound by the collective bargaining agreement between the Pipe Line Contractors Association and the International Brotherhood of the Teamsters effective on or about July 15, 2014 (the "NPLA"), and that the terms of the agreement speak for themselves. Laney denies all other allegations in this paragraph.

9. Laney admits that it hires Teamsters under the NPLA effective on or about July 15, 2014, and that the terms of the agreement speak for themselves. Laney denies all other allegations in this paragraph.

10. Laney denies the allegations in this paragraph.

11. Section 209 of ERISA, 29 U.S.C. § 1059, speaks for itself. To the extent an answer is required, Laney denies the allegations in this paragraph.

12. The terms of the NPLA and the Vacation Fund's Trust Agreement speak for themselves. To the extent an answer is required, Laney has insufficient information to either admit or deny allegations regarding the terms of Fund's Trust Agreement, and therefore denies the allegations in this paragraph.

13. Laney admits that the Vacation Fund's audit found alleged amounts due and owing from Laney to the Vacation Fund, but Laney denies that the amounts stated in the audit are due and owing, and therefore denies the allegations in this paragraph.

14. The terms of the NPLA and the Vacation Fund's Trust Agreement speak for themselves. To the extent an answer is required, Laney denies the alleged amounts are due and owing, and therefore denies the allegations in this paragraph.

15. The terms of the NPLA and the Vacation Fund's Trust Agreement speak for themselves. To the extent an answer is required, Laney has insufficient information to either admit or deny allegations regarding the terms of Fund's Trust Agreement, and therefore denies the allegations in this paragraph.

16. Laney denies the allegations in this paragraph.

17. ERISA § 515, 29 U.S.C. § 1145, speaks for itself. To the extent an answer is required, Laney denies that it failed to satisfy any obligations under ERISA Section 515, and therefore denies the allegations in this paragraph.

18. ERISA § 502(g)(2), 29 U.S.C. § 1132(g)(2), speaks for itself. To the extent an answer is required, Laney denies that that amounts claimed by the Vacation Fund are due and owing, and therefore denies the allegations in this paragraph.

WHEREFORE, Laney denies that Plaintiffs are entitled to any relief whatsoever.

Count II

1. Laney admits that the Apprenticeship Fund is a trust and an employee benefit plan. Laney lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, and therefore denies the same.

2. Laney lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph, and therefore denies the same.

3. Laney admits that the Apprenticeship Fund's audit found alleged amounts due and owing from Laney to the Apprenticeship Fund, but Laney denies that the amounts stated in the audit are due and owing, and therefore denies the allegations in this paragraph.

4. Laney reaffirms and incorporates its answers to paragraphs 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17 and 18 of Count I hereof as its answer to this paragraph.

AFFIRMATIVE AND OTHER DEFENSES

1. The Funds have no contractual or legal basis for their claims to contributions as the Funds seek to collect contributions not required by the NPLA.

2. The Funds' claims, and/or the relief that the Funds seek, are barred by the NPLA.

3. Laney reserves the right to assert additional defenses as established by the facts of this case. Laney will rely upon each and every defense that may become known during the course of this litigation, including discovery, trial, or otherwise.

To the extent that any of the Plaintiffs' foregoing allegations have not been expressly admitted or denied, they are hereby denied.

WHEREFORE, Laney denies that Plaintiffs are entitled to judgment in any amount whatsoever, and respectfully submits that the entire claim should be dismissed on the merits and with prejudice, and that Laney be awarded its costs incurred in defending this claim, including its reasonable attorneys' fees, as well as such other legal and equitable relief as the Court deems proper.

Dated: February 21, 2017

Respectfully submitted,

BRYAN CAVE LLP

By: *__/s/Robert J. Hoffman__*

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CERTIFICATE OF SERVICE

I hereby certify that on February 21, 2017, the foregoing document was filed with the Court via the CM/ECF system which sent notification of such filing to all counsel of record, including:

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